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1.1 Scope of Work

The Service Provider (SP) shall be responsible for the coordination and administration of Federal inmates performing work at Naval Air Station (NAS) Pensacola, Naval Technical Training Center (NTTC) Corry Station, Naval Education and Training Professional Development and Technology Center (NETPDTC) Saufley Field, Naval Hospital, and NAS Whiting Field. The SP shall monitor the work and whereabouts of all Federal Inmates and ensure their safety while assigned to work details. Inmate Coordinators will not act in a disciplinary or correctional capacity at any time involving inmates. The SP shall work in close coordination with the Government's designated government representative (DGR) and the Federal Inmate Work Detail Coordinator (FIWDC).

FPC Pensacola is an all male minimum security facility located on NETPDTC Saufley Field. The facility confines federal adult offenders.

The Federal Inmate Work Detail Program is designed to use inmate labor in the performance of grounds and roads maintenance and other special projects as stipulated in Title 18, United States Code (USC) Section 4125.

Inmate work details perform a variety of work including: mowing, edging, hedge and tree trimming, weeding flower beds, leaf/grass blowing, minor road repairs, street sign repairs, recurring equipment maintenance, minor breakdown maintenance, cleaning trash/debris off of roadways and shoulders, sprinkler

system maintenance and repair, and minor rough and finish carpentry. The types of equipment used are: weed eaters, common hand tools, lawn mowers, finish mowers, tractors, edgers, pick-up trucks, chain saws, blowers, rototillers, garden tools, and other miscellaneous hand tools.

1.2 General Administrative Requirements

a. Performance Evaluation Meetings

The SP's representative shall meet with the Government's representative every week during the first 90 days of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Administrative Contracting Officer (ACO), but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the SP, shall be signed by the SP's representative and submitted to the Government within two working days after the meeting. The Government's representative will review and sign the minutes if the representative concurs. Should the Government not concur with the minutes, the SP shall correct and resubmit the minutes to the Government within two working days. Should the Government still not concur with the minutes the Government shall state in writing to the SP any areas of disagreement within two working days.

b. Station Regulations and Directives

Commands have issued and enforce directives and instructions which are intended to establish policies and guidelines applicable to all commands, organizations, and persons on board or utilizing activity facilities/services, regardless of the employment status of the individuals. All SP personnel shall comply with all such directives and instructions listed in Attachment 6. When two or more directives or instructions apply, the SP shall comply with the more stringent of the directives or instructions.

c. Fire Protection

The SP shall ensure that his employees are familiar with DoD fire procedures IAW DoDINST 6055.6. The SP shall comply with requirements for handling and storage of combustible supplies, materials, waste, and trash IAW OPNAVINST 5090.1B. The SP employees operating critical equipment shall be trained to properly respond to a fire alarm or fire in accordance with local activity instruction NASPNCLAINST 11320.1G. The SP employees shall fully cooperate with the fire department in the performance of fire drills.

d. Environmental Protection

The SP shall comply with all applicable environmental protection requirements IAW OPNAVINST 5090.1B. The SP shall comply with Federal, State, and Local laws and regulations. All environmental protection issues shall be coordinated with the ACO. Inspection of any of the facilities operated by the SP may be accomplished by the

Activity Environmental Protection Coordinator or by authorized officials without advance notice at any time.

1. Environmental Fines

In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by SP negligence, the SP shall reimburse the Government for the amount of the fine and other costs to correct the violation.

2. Spill Cleanup

The SP shall clean up any spills that result from the SP's operations. The SP shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a public nuisance or which may be hazardous to the health of military or civilian personnel. For hazardous waste spills, immediately notify the ACO.

3. Hazardous Wastes

The Government is responsible for the cost of disposal of hazardous waste generated in the normal course of doing business for this contract. However, the Government shall not be responsible for the cost of disposal if it is determined that the waste was generated through negligence or mismanagement on the part of the SP. The SP shall act as a responsible steward of the environment and minimize generation of hazardous waste.

Personnel handling hazardous materials and waste are required to be trained according to federal, state and local regulations. Hazardous wastes shall be handled, labeled, transported, and stored in accordance with federal, state and local laws and regulations, including 40 CFR 261, 40 CFR 262, 40 CFR 263, and 40 CFR 265. Hazardous wastes generated within the confines of government facilities shall be identified as being generated by the Government and shall not be removed from government property until it has been properly packaged and manifested. An approved manifest shall be filled out by the SP and taken to the ACO. The ACO will coordinate the review and signing of the manifest with the Environmental Coordinator or his representative. No hazardous waste shall be brought onto government property. Hazardous wastes include but are not limited to waste paints, acids, caustics, solvents, some waste oils, and chemical wastes. Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and associated Federal, State and Local laws and regulations.

e. Energy Conservation

The SP shall instruct its employees and subcontractors in utilities conservation practices and operate in ways, which prevent the waste of utilities. The SP will cooperate with base energy conservation initiatives and is subject to Navy energy consumption guidelines. Positive programs for the prudent consumption of utilities are to be

initiated and continued to ensure that the utilities used by SP personnel are the minimum necessary to carry out the requirements of this contract. Energy conscious operating practices shall include, but are not limited to:

1. Lights shall be used only in areas where and when work is actually being performed except as required for security.
2. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the workers (unless it is their assigned duty).
3. Water faucets and valves shall be turned off after the required usage has been accomplished.

f. Disposal

The SP shall properly dispose of debris, rubbish, and non-usable material resulting from the work under this contract in existing dumpsters.

Trees, limbs, leaves, weeds, and other plant waste will be disposed of at government dump site as directed by the ACO.

g. Safety Requirements and Reports

The SP shall ensure all employees know, receive instruction on, and comply with all applicable safety requirements, OSHA standards, NAVOSH

standards, and Federal, State and Local laws and regulations.

1. The SP shall prepare a Safety Plan covering all aspects of this contract to be submitted for review by the ACO at least 30 calendar days before commencing work under this contract. The Government will not provide safety equipment to the SP. Prior to commencing work, the SP shall meet in conference with the ACO to discuss and develop a mutual understanding relative to administration of the SP's Safety Program.
2. The SP's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the SP and/or the Government as determined by the ACO. The SP shall assist the Safety Office Escort and the Federal or State OSHA Inspector if a complaint is filed. Any fines levied on the SP by Federal or State OSHA Offices due to safety/health violations shall be paid promptly by the SP upon notification.
3. The SP shall report to the ACO in the manner and on the forms prescribed all accidents resulting in death, trauma, lost work hours, occupational disease, or damage to government property. Verbal notification shall be provided to the ACO within one hour of occurrence. The SP shall record and report promptly to the ACO all available facts relating to each instance of

damage to Navy property or injury to either SP, subcontractor, or Navy personnel. Copies of accident reports shall be provided to the ACO within twenty-four hours of occurrence. The SP shall report all instances of injured inmates to the FIWDC, DGR, or FPC immediately.

4. Only limited emergency medical care is available in government facilities to SP employees who suffer an on-the-job injury. Cost for such service will be billed to the SP.

h. Security Requirements

Each SP employee shall submit information required for the Government to perform a background check of each individual. Acceptable SP employees shall have no record of convictions for sex offenses or any other felony convictions.

1. The SP shall comply with all activity security requirements as described in NASPNCLAINST 5510.10D. Upon request, the SP shall submit the name and address of each employee hired for work on this contract and shall fill out questionnaires and other forms as may be required for security.
2. Neither the SP nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

3. Disclosure of information relating to the services hereunder to any person not entitled to receive it or failure to safeguard any classified information that may come to the SP or any person under his control in connection with work under this contract, may subject the SP, his agents, or employees to criminal liability under Title 18, USC, Sections 793 and 798.
4. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the NASP Command Security Manager.
5. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the SP to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment for this contract.

i. Passes and Badges

Each SP employee shall obtain the required employee badge and vehicle passes from the activity Security/Pass and Tag Office.

j. Access to Buildings

The Government will provide the SP with interior and exterior door keys to those buildings that will be

used by the SP as listed in Attachment 1. The SP shall engage a key control policy and be responsible for securing SP used buildings or areas after normal working hours and for securing same areas or buildings if required for security purposes during normal working hours. Inmate Coordinators shall be responsible for ensuring that inmates remain in their assigned work areas and have access to authorized facilities required for their health and welfare.

k. Identification of SP Employees

All SP/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

1. The SP shall provide to the ACO the name or names of the responsible supervisory person or persons authorized to act on behalf of the SP.
2. The professional conduct of the on-site job superintendent and employees must be acceptable to the ACO, and the SP shall immediately replace the superintendent or employee if directed by the ACO.

l. Identification of SP Vehicles

Each vehicle provided by the SP for the performance of work stated herein shall be approved by the ACO prior to use on the installation. The SP vehicles

operated on government property shall be maintained in good repair.

m. Licenses, Permits, and Personnel Qualifications

The SP shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable Federal, State and Local laws and regulations. Personnel shall be able to speak, read, and comprehend English to the extent that they can read and understand printed regulations, detailed written orders and operating procedures, training instructions and materials, and be able to compose reports that convey complete information. All coordinators performing the transportation of inmates in buses shall have a Commercial Driver's License (CDL) in accordance with state laws.

1. Project Manager

The SP shall act as, or provide, a Project Manager physically present at any time in which other SP employees are on-site. The Project Manager shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under the contract. A competent SP employee shall be designated to act for the Project Manager when work is being performed at hours other than as listed above, or during the Project Manager's absence. The SP shall provide written, 48 hour advance notice of such designation to and approved by the ACO. The Project Manager, and any individuals designated,

shall have full authority to contractually bind the SP for prompt action on matters pertaining to execution of the contract. The Project Manager and any individuals designated, shall be able to understand, speak, read, and write the English language.

The Project Manager shall also have horticultural expertise to survey government land and make recommendations for landscaping alterations which improve the aesthetic quality of the grounds as well as promote erosion control, reduced maintenance, and increased cost savings to the Government. The Project Manager shall be capable of providing recommendations on the use of fertilizers and herbicides as well as developing planting and grounds maintenance schedules. The Project Manager shall be capable of providing recommendations on the selection of proper equipment needed to perform grounds maintenance as well as the recurring maintenance for such equipment. The Project Manager shall possess a minimum of five years experience in landscaping and grounds maintenance.

2. Maintenance Mechanic

The SP shall have, at a minimum, one full-time Maintenance Mechanic, who has experience with small engine/lawnmower repairs for work on this contract. The Maintenance Mechanic shall be a mechanic who possesses the skills necessary to coordinate and assist inmates in the performance

of preventive, recurring, and breakdown maintenance on grounds equipment. Refer to Attachment #7 for an inventory of grounds maintenance equipment.

n. References and Technical Publications Library

Throughout this specification, wherever numbered references are utilized, it shall be interpreted that the most current version applies. These documents shall be acquired and maintained in the Technical Library (may be hard copy or readily accessible electronically). Where discrepancies exist between this contract and the referenced documents listed in Attachment 6 of this contract, this contract shall take precedence. The SP shall comply with all referenced requirements and official publications listed as they apply to the services covered by this specification.

All existing available instructions, manuals, regulations, and publications for the performance of work under this contract shall be transferred between incumbent and successor as a result of a joint inventory to include representatives from both the SP and the ACO at least 30 calendar days before commencing work under this contract. The SP shall operate and maintain the Technical Library. The SP shall add to the library any materials and publications essential to the effective and efficient performance of contract requirements. The SP shall maintain data until the termination of the contract and make the information available to future proposers as directed by the ACO during the proposal solicitation period

and prior to the end of the contract. The Technical Library, information and data collected relevant to performance of this contract, although in part or whole under the control of the SP, is government property.

Publications, manuals, schematics, engineering drawings, and other available information referred to in this contract will be made available for review during the proposal preparation period.

o. SP's Reports and Quality Control Documentation

The SP shall submit reports as stated in Attachment 5. The SP shall provide the Government complete access to quality control documentation.

p. Federal Holidays

The Government designates the following days as holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

1.3 Definitions

Definitions. As used throughout this contract, the following terms shall have the meaning set forth below:

Where "as directed," "as required," "as permitted," "approval," "acceptance" or words of similar importance are used, it shall be understood that direction,

requirement, permission, approval or acceptance of the ACO is intended unless stated otherwise.

Where "as shown," "as detailed" or words of similar importance are used, it shall be understood that reference is made to the attachments, drawings, etc., accompanying this specification, unless stated otherwise.

ACO. Administrative Contracting Officer is a Contracting Officer who performs the day to day administrative functions of the contract after it is awarded. Reference to ACO in this PWS means the Administrative Contracting Officer or his/her designated representative(s).

CFR. Code of Federal Regulations

CLIN. Contract Line Item Number

Contract Discrepancy Report (CDR). A report submitted to the SP when performance is unsatisfactory. The CDR requires the SP to explain, in writing, why performance is unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

Contracting Officer. An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Other responsibilities include issuance of final decisions on contract disputes, assignment of responsibility for conducting negotiations, handling actions such as bid irregularities and approval of business clearances or

records of negotiations. Contracting Officers are responsible to ensure compliance through the use of authorized individuals within the terms of the contract. The term includes certain authorized representatives of the Contracting Officer acting within the limits of the authority as delegated by the Contracting Officer. Contracting Officer's Technical Representative (COTR). A technical representative appointed by the Contracting Officer to perform specific technical and administrative functions. The COTR ensures that the contract accurately reflects the needs of the Government. The COTR provides technical interpretation of contract documents and generally directs government monitoring of performance of work under the contract. The COTR is the technical focal point for the contract and all task orders. The COTR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract.

Customer. A command or activity representative who requests or uses the services provided as part of this PWS, who is not an employee of the SP.

DCAA. Defense Contract Audit Agency

Debris. Grass cuttings, sod, gravel, tree trimmings, leaves, limbs, street sweepings, paper, cigarette butts, cans, glass, excess construction material (job leftovers), and similar waste materials.

Delivery Order. A delivery order (e.g. DD Form 1155) is a document issued to the SP by a designated Ordering

Officer which describes the scope of work, timelines of performance, and identifies funds for the accomplishment of indefinite quantity work.

DOD. Department of Defense

DOT. Department of Transportation

Environmental Protection Agency (EPA). The organization tasked with national responsibility for ensuring that all necessary actions are taken for the prevention, control and abatement of environmental pollution.

Facility. A separate individual building, structure, utility system, or other item of real property improvement, each item of which is subject to separate reporting and recording. The term facilities shall encompass all "facilities" on the Bases, those owned by the host command as well as those owned by tenant commands.

FAR. Federal Acquisition Regulation

FIWDC. Federal Inmate Work Detail Coordinator. The FIWDC is the Government's liaison with Federal Prison Camp officials.

FPC. Federal Prison Camp (Pensacola)

Garbage. Animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods.

GFE. Government Furnished Equipment

GFF. Government Furnished Facilities

GFM. Government Furnished Materials

GFP. Government Furnished Property

Government Representative. Person(s) designated by the ACO to be his authorized representative.

Government. The Government of the United States of America or its representative. Unless specified otherwise, the Contracting Officer is the designated government representative for this contract.

Inmate Detail Pouch. The Inmate Detail Pouch contains a picture of every inmate assigned to a detail as well as driving permits. These pouches are to be used throughout the work day in order to ensure positive identification for hourly site checks.

Key Personnel Positions. Those SP positions identified in the Technical Proposal as being accountable and responsible for the performance of this contract. This includes personnel in positions the Government has determined to be critical for successful contract performance.

NAVFAC. Naval Facilities Engineering Command (also NAVFACENGCOM)

Negligence. Damages to equipment, vehicles, facilities, grounds, surfaced areas caused by the careless actions or lack of action by SP personnel. Wear or damage caused by other than normal wear and tear.

OPNAV. Office of Chief of Naval Operations

OPNAVINST. Office of Chief of Naval Operations Instruction

OSHA. Occupational Safety and Health Administration
PWS. Performance Work Statement

Quality Assurance (QA). Government surveillance of the quality, quantity, and timeliness of the required goods and services provided by the SP. Methods used by the Government to provide some measure of control over the quality of purchased goods and services received.

Quality Assurance Evaluator (QAE). Government representative responsible for determining adequacy of SP provided services.

Quality Control. The SP's responsibility for ensuring timely delivery of the required quality and quantity of goods and services required by the contract. Methods used by the SP to control quality of goods and services produced.

Refuse. All garbage, ashes, debris, rubbish, and other similar waste materials.

SP. The term "SP", as used herein, refers to both the prime SP and subcontractors. The SP shall be responsible for insuring that his subcontractors comply with the provisions of this contract.

SPFE. SP Furnished Equipment

SPFM. SP Furnished Materials

SP Quality Control (SPQC). The SP's method for prevention of defects in the quality of services performed prior to government inspection to preclude the level of performance being unacceptable (i.e. inspection and audit systems covering all the services to be performed under this contract).

SP Representative. A superintendent or manager assigned in accordance with the "SP QUALITY CONTROL" Clause.

1.4 Government Furnished Property, Material and Services

The Government will provide the SP the use of certain government-owned facilities, vehicles, equipment, tools, materials, supplies, and utilities for use only in connection with this contract. The Government shall provide maintenance, repair, and fuel for vehicles provided in this contract. The use of government furnished property and services for other purposes are prohibited. All such facilities, materials, tools, and equipment will be provided in "as is" condition. The SP's technical proposal shall clearly indicate the quantity of items that they intend to accept from the

Government and use in performance of the contract from the Government Furnished Lists. It is the intention of the Government to limit future liability for providing or replacing facilities, equipment, services, and furnishings to only those items actually needed for performance of the work. This does not apply to consumable materials or supplies.

The SP and DGRs shall conduct a joint inventory at least 30 calendar days before commencing work under this contract to verify the quantity and condition of facilities, equipment, tools, materials, and supplies to be turned over or inventoried. The SP shall then certify the findings of this inventory and assume accounting responsibility of those items. Subsequent inventory changes shall be reported to the DGR. Government furnished items shall not be removed from the Navy bases unless written approval is provided in advance by the ACO or in performance of authorized work under this contract.

The SP shall perform an inventory on all government furnished property provided for the SP's use each September. If any of those items cannot be accounted for, the contract price will be reduced by an amount equal to the value of this furnished property, or they shall be replaced with items of the same type and of equal value as directed by the ACO. Value will be determined as the cost to replace with a similar item of comparable age and serviceability. Procurement of replacement equipment, tools, materials, and supplies required to perform the work under this contract is the responsibility of the SP. The Government will

reimburse the actual cost of those items procured only if the SP has requested and received approval in advance for such purchase.

a. Government Furnished Facilities and Land

The Government will make available to the SP the facilities described in Attachment 1. Government Furnished Facilities (GFF) are provided for use only in support of this contract. The use of GFF for other purposes is prohibited. The SP shall assume immediate responsibility for government furnished facilities and shall take adequate precautions to prevent fire, safety and spill hazards, odors, and vermin in and around these facilities. These facilities may be proposed for exclusive SP use or shared Government/SP use as appropriate. The SP may propose relocation or consolidation of existing government used spaces in order to achieve savings. The use of facilities for purposes not required in the performance of this contract, including subleasing, are not authorized. The SP shall obtain written approval from the ACO prior to making any modifications or alterations to the facilities. Any such SP initiated modifications or alterations approved by the Government will be made at the expense of the SP. At the completion or termination of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear and approved modifications. The SP shall be held responsible for any and all costs and damages associated with the repair and/or replacement of any facilities, in whole or in part, attributable to negligence or abuse on his

part, or on the part of his employees or agents. At the completion or termination of the contract, all facilities and built-in equipment or equipment that is deemed to be inherently part of a facility in the provision of services shall be complete and functionally useable for their designated use as established at the start of the contract or as modified by the ACO in writing.

b. Government Furnished Equipment

The Government will make available to the SP for the performance of this contract Government Furnished Equipment (GFE) previously available to the in-house workforce at the start of the contract period. The use of GFE for other purposes is prohibited. An inventory of GFE available is provided in Attachments 1, 2, and 3. The SP shall replace equipment or acquire new equipment as deemed necessary for providing contracted services. All such purchases shall be reviewed and pre-authorized for purchase by the ACO prior to any procurement actions by the SP. The Government will reimburse the SP for all such purchases and title to equipment procured by the SP during the contract performance period shall be transferred to the Government upon reimbursement of purchase. Upon completion or termination of the contract, all government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear or obsolescence. The SP shall be held responsible for all costs and damages associated with the repair and/or replacement of any equipment, in whole or in part,

which are attributable to excessive wear and tear caused by negligence or abuse on his part, or on the part of sub-contractor employees or agents. The SP is responsible for all equipment provided in Attachments 7 and 8 and shall replace any missing equipment.

The SP shall coordinate with Regional Supply and the ACO for the disposal of government property determined to be excess. Scrap metal or potential metal scrap shall be delivered directly to NASP's DRMO scrap yard. Departments that require the disposal of large quantities of items shall use the Remain In Place (RIP) process of disposal. Oversized items shall be delivered to the NASP Forward Receiving Area (FRA). When using the RIP process, the SP shall be responsible for transporting and staging material to a secure temporary storage area. The SP shall be accountable for the material until it is disposed. Central Supply will provide assistance in filling out documentation required for all turn-ins. Items will not be accepted without proper documentation. Central Supply will act as a central consolidation site for turn-in of miscellaneous items on a pre-scheduled basis. Central Supply will not accept scrap, non-demilitarized, or classified material or equipment.

c. Government Furnished Material

The SP and DGRs shall conduct a joint inventory at least 30 calendar days prior to commencing work under this contract to verify the quantity and

condition of facilities, equipment, tools, materials and supplies to be turned over.

d. Government Furnished Services

The following is a list of government-provided services. The SP shall notify the ACO immediately if there is disruption of services or there is a situation that requires a government furnished service (i.e., power outage, pests in building, dumpsters overflowing).

1. Grounds Maintenance. The Government will furnish grounds maintenance services.
2. Pest Control. The Government will furnish scheduled and non-scheduled pest control services in all GFF.
3. Janitorial Services. The Government will furnish Janitorial services for administrative/office spaces, bathrooms, conference rooms, or training areas unless otherwise indicated. This service is provided under the current regional janitorial contract. The level of service will be consistent with services provided in similar spaces occupied by current government employees. The SP is fully responsible for the cleanliness of warehouse, storage, workshops, equipment spaces, and industrial areas (both interior and exterior).
4. Telecommunications. Existing telephone instruments will be turned over for the SP's use

and reasonable numbers of phone lines for on base, long distance, Defense Switched Network (DSN), and local calling will be made available. Government phone lines shall be utilized for official use only that is directly related to performance of work under this contract. The SP will arrange commercial telephone service and is responsible for associated service and toll charges. The SP may not move, alter, or modify the existing equipment without prior approval from the Government.

5. Refuse Collection. Refuse collection will be provided at existing dumpsters. The Government reserves the right to adjust the numbers and locations of dumpsters based on observed utilization and requirements. If the SP is required to perform services which create an unusually large requirement for refuse disposal, the SP will coordinate this requirement with the ACO no less than 10 days in advance, so that special pick-ups can be scheduled.
6. Facility Repairs and Maintenance. The Government will provide repair and maintenance of GFF.
7. Police and Fire Service. The Pensacola Naval Regional Complex currently has a security and fire department. These services will be furnished to the SP at no cost. The SP shall pay for the cost of services that are required due to the negligence of the SP.

e. Availability of Utilities

The Government will furnish the following utility services at existing outlets for use only in those facilities provided by the Government, as may be required for the work to be performed under the contract: electricity, natural gas, fresh water, and sewage service. Utilities specified above will be furnished at no cost to the SP.

1.5 SP Furnished Items

Except for items listed in Attachments 1-4, the SP shall provide all facilities, equipment, materials, and services to perform the requirements of this contract.

a. Parts and Materials

The SP shall be responsible for the procurement of a sufficient stock of materials and equipment to support work response requirements. Lack of availability of materials or equipment will not relieve the SP from the requirement to complete work within the time limits specified.

b. Submittals

1. Certificates of compliance shall be obtained from material manufacturers attesting that materials meet specified requirements. Manufacturer's descriptive data shall include the name of the manufacturer, model number or other identifying information, and other identifying data and information describing the performance, capacity, rating, and application/installation

instructions which clearly illustrate that the proposed item meets applicable standards.

2. Product samples shall include a sufficient quantity of material to allow for complete analysis and evaluation by the Government.
3. Material Safety Data Sheets (MSDS) shall be provided to the ACO for all chemical products used by the SP prior to use.

1.6 Management

The SP shall manage the total work effort associated with the services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, report preparation, and quality control. The SP shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work.

a. Work Control

The SP shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The SP is responsible for planning and scheduling work to assure labor is available to complete work requirements within the specified time limits and in conformance with the regulations referenced in this contract.

b. Allowable Work Hours, Work Outside Normal Working Hours

The SP is not authorized to perform work beyond the specified work schedule unless specifically authorized by the ACO.

c. Work Schedule

The Government's normal working hours and workdays are from 0730 to 1600, Mondays through Fridays, except (a) Federal holidays and (b) other days specifically designated by the ACO. All contract services must be available during those core work hours. The service provider may at his discretion establish normal work hours for his employees anytime between 0630 and 1700, without ACO approval, as long as it causes no inconvenience to the Government.

d. Emergency Contact Information

The SP shall provide a local telephone number that is answered twenty-four (24) hours a day, seven (7) days a week, at which he can be notified of emergency and/or urgent work requirements. Recording type answering machines do not satisfy this requirement.

e. Minimize Disruptions

The SP shall schedule and arrange work so as to cause the least interference with the normal occurrence of government business and mission. In those cases where some interference may be essentially unavoidable, the SP shall be responsible to minimize the impact of the interference,

inconvenience, equipment downtime, interrupted service, customer discomfort, and overall cost to the Government.

The SP will investigate all unplanned utility outages or significant equipment failures related to the SP's operations. The SP shall submit a report of cause, corrective action taken/to be taken, timeframe in which correction will occur, and future preventive measures to the ACO within 24 hours of occurrence. In cases that complete information is unavailable, the SP will provide the initial report within the timeframe indicated above, and provide complete follow-up information as soon as practical, based on the criticality of the systems impacted.

f. Interface with Other SPs and Government Forces

Attention is invited to the fact that both the Government and other SPs are engaged in similar and supporting work, requiring close cooperation. The SP for this contract shall cooperate with all other SPs and make reasonable efforts to avoid conflicts with other SP's performance and work schedules. In the event of conflicts with other SPs that cannot be satisfactorily resolved, the matter shall be referred to the ACO for decision. Such decisions shall be final, subject to right of appeal in accordance with the terms of the contract.

g. Records and Reports

The SP shall prepare, submit, and maintain records and reports as specified in Attachment 5.

Attachment 5 delineates which records and reports are the SP's responsibility and those for which the SP must provide data to be used by the Government Representative in preparation of government reports. The SP shall also maintain any additional records and documentation necessary to substantiate that all services are accomplished as specified. All records and copies of reports shall be turned over to the Government Representative within five days after contract completion or termination.

All logs, records, files, etc., resulting from performance of the services specified in this contract shall be maintained throughout the life of contract, shall be available for review by the ACO or his designated representative, and upon termination of the contract, shall be turned over to the Government. All records shall contain sufficient supporting documentation to provide a complete audit trail. Records shall be maintained in an orderly fashion.

1.7 General Requirements and Procedures

a. Standards

All work shall conform with the standards specified herein and shall be accomplished in conformance with all applicable base, local, State, Federal, and industry standards, manufacturer's recommendations.

The SP will procure materials and parts for performance of the work that are of appropriate

grade and quality for the intended use. The SP shall coordinate with the Government's designated representative prior to procurement of non-standard items to verify and adhere to the customer's desires. If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract shall equal or exceed the updated quality. When disputes arise concerning material, equipment, and components selected for work items already accomplished, the SP shall, upon direction from the ACO, remove, replace, and/or rework material, equipment, and components so that compliance with the Government's requirements are satisfied, at no additional cost to the Government. The resolution of formal disputes is addressed in the "DISPUTES" clause, Section I.

b. Equipment Under Manufacturer's or Installers Warranty

The SP shall act as the Navy's agent in enforcement of all current warranty issues and will maintain warranty tracking records for all equipment turned over to the SP. Equipment, components, and parts, other than those installed under this contract, shall not be removed, replaced, or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the ACO. All defects in material, workmanship, parts, or improper installation and adjustments found by the SP shall be reported to the ACO within two working days so that necessary warranty enforcement action may be taken. The SP shall be knowledgeable of the equipment, parts, and components that are covered

by warranty and the duration of such warranties from contract data provided by the Government or data subsequently collected in performance of the work. Specific warranty questions should be addressed to the ACO or DGR. Warranty status reports shall be provided to the DGR. The SP shall investigate and/or demonstrate defects of workmanship or equipment to other vendors or SPs as part of normal fixed-price work. Available existing warranty information will be furnished to the SP by the ACO upon request.

c. As-Built Drawings

The SP will be allowed access to all available records/as-built drawings at the convenience of the Government. These drawings are located in the Public Works Center Engineering Department. Duplicate drawings that are necessary in the performance of this contract will be provided for SP use outside of the Public Works Center Engineering Department building. Not all file drawings are on reproducible media.

d. Destructive Weather Plan

The SP shall develop a destructive weather plan that includes the base destructive weather plan (NASP OPLAN 1-96) and recovery phase requirements. Destructive weather includes, but is not limited to, gales, hurricanes, tornadoes, rain storms, flooding, and wind. The SP shall be required to start destructive weather preparation within 30 minutes from the time of the earliest notification (verbal or written) by the ACO.

1.8 Continuity of Services

To ensure continuity of essential services, the SP shall be fully operational and commence work on the start date of this contract. Navy personnel will be made available to the maximum extent possible to provide familiarization with facilities and systems to be maintained. However, the SP should not assume that government employees will be available to guide, direct, or specifically orient each SP employee. The SP shall also submit a phase-out transition plan with their technical proposal to be implemented in the event that they are replaced at some future date. This phase-out plan must place high priority on uninterrupted service support to the Navy. The plan should cover specific plans for cooperation with an incoming SP, access to incumbent's employees, turnover of records to the Government, transition inventories, and security issues.

1.9 SP Quality Control

The SP shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The SP shall submit to the ACO a Quality Control Plan (QCP) as part of the Technical Proposal.

a. Quality Control Program

The QCP shall include work to be inspected by the SP, on either a scheduled or unscheduled basis, and shall describe how SP inspections are to be

conducted. The QCP shall also include the name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.

The SP shall address:

1. Provisions for recording the results of inspections and for recording corrective action taken.
2. Provisions to update and revise the QCP during the performance of the contract.

b. Identification and Correction of Problems

The SP's QCP shall provide top management with an effective and efficient means of identifying and correcting service delivery problems throughout the entire scope of operations.

c. Inspection File

The SP through the term of this contract shall maintain a file of all Quality Control inspections, both performed and scheduled, inspection results, and dates and details of corrective actions taken. The file shall be the property of the Government and shall be made available to the ACO during normal working hours. The file shall be turned over to the ACO within five calendar days after contract completion or termination.

1.10 Government Quality Assurance

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase and occurrence of the services rendered under this contract is subject to government inspection during the SP's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program (QASP) is not a substitute for Quality Control by the SP. All findings of unsatisfactory or non-performed work will be administered in accordance with "CONSEQUENCES OF SP'S FAILURE TO PERFORM REQUIRED SERVICES" clause. All costs associated with rework are the responsibility of the SP. The Government reserves the right to choose the inspection methods to be used in implementing its QASP and to vary the inspection methods utilized during the work, without notice to the SP. The Government will evaluate the SP's performance of work under this contract using surveillance of work performed and review of SP quality control records.

1.11 Specific Requirements

a. Introduction

The SP shall provide continual on-site coordination in the accomplishment of the grounds maintenance function to ensure inmates are actively employed in duties assigned. The position of Inmate Coordinator is a workleader position; therefore, Inmate Coordinators shall perform the same duties as those assigned to the inmates. However, the primary duty of the SP is coordination. The DGR will make final

decisions on workleader restrictions on a case by case basis.

The SP shall cooperate with the Federal Bureau of Prisons staff by providing information upon request, assisting with investigations, and complying with the rules for inmate coordinators.

b. Special Considerations

Compliance with Federal Bureau of Prisons rules concerning coordinator of Federal inmates is the primary mandate of this document.

c. Specific Requirements Table

ITEM NO.	PERFORMANCE REQUIREMENT	RELATED REQUIREMENTS AND INFORMATION	WORKLOAD DATA	MINIMUM STANDARDS
1.11.1	Prisoner Labor Coordination	All services necessary to ensure the Prisoner Labor Program is capable of performing functions and all inmates are provided a safe workplace.	12 work-years FFP with IDIQ no greater than 28 work years.	Refer to individual requirement standards below.
1.11.1.1	Transportation			
1.11.1.1.1	Transportation of Inmates	Per NASPINST 11000.1A, the SP shall pick up inmates at the FPC between 0630 and 0715 each workday and return inmates between 1430 and 1530 daily (using government furnished vehicles). The SP shall transport all equipment and inmates to assigned zones for work each day. The SP shall provide transportation support throughout the workday.	Between 80 and 120 inmates are available for work details each day.	Inmates transported to all necessary locations and within scheduling constraints.
1.11.1.2	Administration			
1.11.1.2.1	Inmate Detail Pouches	Each inmate work coordinator shall keep inmate detail pouches on his person at all times daily. Each coordinator will receive one or more pouches from the FPC at the start of each day and will be required to return these pouches to the coordinator returning inmates prior to departure for the FPC, in accordance with Attachment 11.	Currently 10 work details	All inmate detail pouches shall be returned to the FPC.
1.11.1.2.2	Roll Call	The SP shall perform a roll call of all inmates at the end of each day prior to returning inmates to the FPC. The SP shall report any instance of a missing inmate immediately to the FIWDC or DGR. In the event the SP is unable to get in contact with either the FIWDC or	One roll call/day	All inmates shall be accounted for at the end of each day.

DGR, the SP shall notify the FPC directly.

ITEM NO.	PERFORMANCE REQUIREMENT	RELATED REQUIREMENTS AND INFORMATION	WORKLOAD DATA	MINIMUM STANDARDS
1.11.1.2.3	Inmate Site Checks and Daily Log	<p>On a daily basis, the SP shall make hourly visual contact with each inmate included in their respective inmate detail profile pouch.</p> <p>The SP shall record the visual sightings in a daily log and submit this log along with the inmate work coordinator's signature to the FIWDC or DGR at the end of each day.</p> <p>The SP shall report any instance of a missing inmate immediately to the FIWDC or DGR. In the event the SP is unable to get in contact with either the FIWDC or DGR, the SP shall notify the FPC directly.</p>	10 logs/day	<p>100% complete and accurate daily inmate site verification log reporting.</p> <p>100% immediate notification to FIWDC, DGR, or FPC of missing inmates.</p>
1.11.1.2.4	Driver's License Applications	The SP shall prepare and submit an application for an inmate driver's license when necessary. All license applications shall be submitted to the FIWDC or DGR.	As required.	All inmates who drive will have proper license.
1.11.1.2.5	Detail Progress Reports	To accomplish work detail goals, the SP shall review the progress of each work detail and make recommendations in a daily status report to FIWDC or DGR.	10 reports/day	All reports submitted daily.
1.11.1.2.6	Work Performance Reports	The SP shall prepare and submit reports to the FIWDC or DGR quarterly attesting to the quality of work performed by each individual inmate in their work details.	80 to 120 inmates. Reports are due on the 20 th of March, June, September, and December.	All reports shall be accurate and complete and submitted by the 20 th of each quarter.

ITEM NO.	PERFORMANCE REQUIREMENT	RELATED REQUIREMENTS AND INFORMATION	WORKLOAD DATA	MINIMUM STANDARDS
1.11.1.2.7	Inmate Discrepancy Reports	The SP shall immediately notify the FIWDC or DGR when a discrepancy with an inmate occurs. The SP shall prepare and submit a report of discrepancies or discipline problems to the FIWDC or DGR at the time of notification. Prior to a request for inmate removal from a detail, the SP shall be expected to prepare such a report.	As required.	100% of discrepancies shall be verbally communicated to the FIWDC or DGR along with a discrepancy report immediately after incident occurs.
1.11.1.2.8	Inmate Illness/Injury Response and Reports	<p>The SP shall submit an Illness/Injury report to the FIWDC or DGR after any accident or injury to an inmate occurs.</p> <p>The SP shall notify the FIWDC immediately after a health or safety incident involving an inmate and transport severely injured inmates to the nearest medical facility as directed by the FIWDC or designated representative.</p>	As required.	<p>100% of Illness/Injury reports shall be complete, accurate, and submitted within 24 hours of incident.</p> <p>100% of illnesses and injuries shall be verbally communicated to the DGR immediately after incident occurs.</p>
1.11.1.2.9	Inmate Breaks	<p>The SP shall ensure that each inmate is provided a half hour lunch break each day between the hours of 1100 and 1200. The SP shall coordinate the pick-up of lunches and transport of inmates to the lunch area and ensure each inmate receives a lunch. Coordinators must eat at the same time as inmates to ensure there are no interruptions to detail productivity.</p> <p>The SP shall schedule two ten minute breaks for inmates each work day. One break shall be given between the hours of 0800 and 1000. The second break shall be given between the hours of 1300 and 1400. Breaks are subject to change at FIWDC or DGR's discretion.</p>	3 breaks per inmate/day	100% of inmate receive lunch and all breaks.

ITEM NO.	PERFORMANCE REQUIREMENT	RELATED REQUIREMENTS AND INFORMATION	WORKLOAD DATA	MINIMUM STANDARDS
1.11.1.2.10	Operational Maintenance	<p>The SP shall observe inmates who perform routine operational maintenance of equipment utilized in grounds maintenance. This includes, but is not limited to, changing oil and filters, lubrication, cleaning, etc.</p> <p>The SP shall submit weekly a log of operational maintenance completed by inmates to the FIWDC or DGR.</p>	See Attachment 7 for list of grounds maintenance equipment	<p>Manufacturers' recommendations.</p> <p>Operational maintenance log shall be completed and submitted on schedule.</p>
1.11.1.2.11	Vehicle/Equipment Inventory	The SP shall inventory all vehicles and equipment used each day at the close of the workday using an inventory checklist. The SP shall submit the inventory checklist weekly to the FIWDC or DGR. The SP shall report any missing or failing vehicles or equipment to the FIWDC or DGR immediately.	See Attachment 7 for list of grounds maintenance equipment.	100% of vehicles and equipment accounted for in checklist submitted at the end of each day.
1.11.1.2.12	Minor Property Inventory	The SP shall conduct an inventory of all minor property quarterly.	See Attachment 8 for list of minor property.	All minor property accounted for in inventory.

ITEM NO.	PERFORMANCE REQUIREMENT	RELATED REQUIREMENTS AND INFORMATION	WORKLOAD DATA	MINIMUM STANDARDS
1.11.3	Training			
1.11.3.1	Safety Orientation Training and Safety Talks	<p>Per NASPINST 11000.1A, 6.c.(6), the SP shall perform initial job orientation safety training for each new inmate assigned to a work detail. Initial orientation training and monthly Safety Talks include General Safety Training, Hazard Communication Training, and Hazardous Equipment and Machinery Training. The SP shall complete in full the Initial Job Orientation Safety Training form at the completion of said training and shall submit this form to the FIWDC or DGR at the completion of the inmate's first day on the work detail.</p> <p>The SP shall maintain all documentation of inmate safety training.</p> <p>The SP shall perform Safety Talks for all inmates in each work detail and provide a report to the FIWDC or DGR monthly.</p>	Refer to Attachment 11 for specific training requirements.	<p>Initial Job Orientation reports shall be submitted at the end of the inmate's first day in a work detail.</p> <p>Complete and accurate reporting of Safety Talks by the 10th of each month.</p>
1.11.3.2	Coordinator Training Requirements	<p>Prior to observing inmates, all Inmate Work Coordinators shall attend initial 3 day training at the FPC.</p> <p>Inmate Work Coordinators shall attend quarterly coordinator refresher training provided by the FPC.</p>	<p>Initial 3-day training.</p> <p>4 sessions/year.</p>	100% coordinator attendance at FPC -sponsored coordinator training sessions.

ITEM NO.	PERFORMANCE REQUIREMENT	RELATED REQUIREMENTS AND INFORMATION	WORKLOAD DATA	MINIMUM STANDARDS
1.11.2	Material Procurement	The services required to procure all elements to sustain the Prisoner Labor Program.	One work-year FFP.	See below.
1.11.2.1	Procurement	<p>The SP shall monitor and maintain a reasonable inventory of equipment and parts and report any deficiencies immediately to the DGR in order to initiate the procurement process.</p> <p>At the request of the DGR, the SP shall procure supplies required for the performance of grounds maintenance; including various plant and landscaping supplies, grounds maintenance equipment and parts, safety equipment, janitorial supplies, and foul weather gear.</p> <p>The Government will reimburse the SP for all grounds maintenance supplies and parts on an actual price basis.</p>	Refer to Attachments 9 and 10, Procurement Data.	Supplies shall be available for use within 72 hours of request.